

Contract no. 1388

AGREEMENT

BETWEEN

CITY OF LINDEN

UNION COUNTY, NEW JERSEY

AND

CITY OF LINDEN DEPUTY FIRE CHIEFS

January 1, 1991 through December 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	RECOGNITION AND AREA OF NEGOTIATION.....	1
II	DEPUTY FIRE CHIEFS' GOOD AND WELFARE COMMITTEE -- ITS RIGHTS AND DUTIES.....	1
III	GRIEVANCE PROCEDURE.....	2
IV	MANAGEMENT RIGHTS.....	3
V	HOURS OF WORK AND OVERTIME.....	3
VI	WAGES.....	5
VII	ACTING OFFICERS.....	5
VIII	LONGEVITY.....	5
IX	VACATION.....	6
X	HOLIDAYS AND PERSONAL DAYS.....	7
XI	INSURANCE.....	8
XII	SICK LEAVE AND UNUSED EARNED SICK LEAVE.....	9
XIII	OTHER LEAVES OF ABSENCE.....	11
XIV	CLOTHING AND EMERGENCY MEALS ALLOWANCE.....	12
XV	MISCELLANEOUS.....	13
XVI	PRIOR PRACTICES.....	15
XVII	SEPARABILITY AND SAVINGS.....	15
XVIII	DURATION.....	15

PREAMBLE

This Agreement entered into this ____ day of July 1992, by and between the City of Linden, in the County of Union, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "City" and the Linden Deputy Fire Chiefs, hereinafter sometimes called the "Deputy Chiefs" and represents the complete and final understanding on all bargainable issues between the City and the Deputy Chiefs.

ARTICLE I

RECOGNITION AND AREA OF NEGOTIATION

A. Recognition

The City hereby recognizes the Deputy Fire Chiefs as their own negotiating body.

B. Areas of Negotiation

The City, through the Mayor and Council, and Deputy Fire Chiefs hereby agree that the Deputy Fire Chiefs have the right to negotiate as to rates of pay, hours of work, as allowed by law, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances. This contract shall supercede all previous Department rules and regulations that are in conflict with the provisions contained herein.

ARTICLE II

DEPUTY FIRE CHIEFS' GOOD AND WELFARE COMMITTEE --
ITS RIGHTS AND DUTIES

A. Members of the Deputy Fire Chiefs' Good and Welfare Committee are designated as The Deputy Fire Chiefs' Negotiating Committee. These members, two (2) in number, shall be granted leave from duty without loss of regular pay for all meetings between the City and the Deputy Fire Chiefs' for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

B. The Deputy Fire Chiefs Grievance Committee, two (2) in number, shall be granted leave without loss of regular pay for all meetings between the City and The Deputy Fire Chiefs for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

ARTICLE III

GRIEVANCE PROCEDURE

A. General

No Deputy Chief shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other manner except for just cause. If any Deputy Chief is disciplined and in the judgment of such Deputy Chief this action is taken by the City without just cause, or if any Deputy Chief or group of Fire Officers feel aggrieved concerning his or their wages, hours, or conditions which are controlled by this Agreement, or which are provided for in any statute, charter, provision, ordinance, rule, regulation, or policy which is not in conflict with the Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be sought as follows.

B. Steps of the Procedure

STEP 1:

Within three (3) calendar days of the occurrence of a grievance, the aggrieved Deputy Chief, a representative of the F.M.B.A. Local 34-A, upon the request of the aggrieved Deputy Chief only, and the Chief shall attempt to resolve such grievance informally. If said grievance is not resolved satisfactorily within three (3) calendar days of the meeting, F.M.B.A. Local 34-A shall formally notify the Chief of the Department in writing of the grievance and the desire to pursue said grievance through Step 2.

STEP 2:

Within five (5) calendar days of the F.M.B.A. Local 34-A's notification of the unsatisfactory resolution of the grievance under Step 1, the aggrieved Deputy Chief, no more than two (2) members of the F.M.B.A. Local 34-A, and the Chief shall meet to resolve such grievance.

If said grievance is not resolved satisfactorily within three (3) working days of the meeting, F.M.B.A. Local 34-A shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 3.

STEP 3:

Within fifteen (15) calendar days of the F.M.B.A. Local 34-A's notification of the unsatisfactory resolution of a grievance under Step 2 the aggrieved Deputy Chief, F.M.B.A. Local 34-A President, no more than six (6) members of the F.M.B.A. Local 34-A, the Chief of the Department, the City

Council Fire Committee, City Attorney and City's Labor relations Representative shall meet to resolve the grievance. The City Council Fire Committee shall within ten (10) calendar days of the meeting advise F.M.B.A. Local 34-A in writing of its decision.

C. Arbitration

1. F.M.B.A. Local 34-A may appeal any decision of the City Council Fire Committee to the New Jersey Public Employee Relations Commission (P.E.R.C.) for arbitration. Submission to PERC for arbitration shall be made within seven (7) calendar days of the City Council Fire Committee's decision.

2. A PERC appointed arbitrator shall be limited to the interpretation and/or the application of the within agreement or any written attachment, amendment, addendum or modification to same, and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

3. The decision of PERC or PERC's appointed arbitrator shall be final and binding upon the City and F.M.B.A. Local 34-A.

4. The cost of the arbitrator's fee shall be borne equally by the parties hereto.

ARTICLE IV

MANAGEMENT RIGHTS

All powers, duties and responsibilities which the City had prior to the signing of this Agreement, including but not limited to the right to direct and operate the Fire Department, to hire, promote and discharge, and suspend or otherwise mete out discipline for good and just cause, and enforce reasonable rules and regulations, shall continue to be retained by the City except as may be provided for or modified in this Agreement.

ARTICLE V

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. The work week for all Shift Deputy Chiefs who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week, computed over a period of one (1) fiscal year, based on the work schedule cycle of two (2) days of eleven (11) hours each (7 a.m. to 6 p.m.) followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each (6 p.m. to 7 a.m.) followed by seventy-two (72) hours off.

2. The work week for the Training and Fire Prevention Staff Deputy Chiefs shall be an average of not more than forty (40) hours per week.

B. Overtime

1. Whenever a Deputy Chief works in excess of his regularly assigned work week or work schedule, as provided for in Section A of Article V, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one-half (1 1/2) times his hourly rate of pay including any earned longevity pay for such assigned duty. A Deputy Chief may in lieu of overtime payment, choose compensatory time-off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time-off would not adversely affect the operation of the Fire Department.

2. Whenever a Deputy Chief is held over beyond his regular tour of duty, he shall be paid at one and one-half (1 1/2) times his hourly rate of pay including any earned longevity pay to the next one-half (1/2) hour time period.

3. Whenever a Deputy Chief is called back to duty after completion of his regular tour of duty or at any time he is off duty, he shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times the hourly rate of pay for such assigned duty.

4. In the event the number of Fire Officers reporting to a given tour of duty is fewer than six (6) but no less than four (4) a Firefighter on said given tour shall fill the vacancy or vacancies one (1) or two (2) on an acting Fire Officer basis; provided the remaining number of working Firefighters on said tour of duty is no less than thirteen (13).

5. In the event the number of working Fire Officers reporting to a given tour of duty is fewer than four (4), or fewer than six (6) and the elevation of a Firefighter to acting lieutenant causes the remaining number of working Firefighters on said tour of duty to be less than thirteen (13), a Fire Officer holding the same rank as the Officer causing the vacancy shall fill such vacancy or vacancies through regular recall procedure.

6. The Officer designated by the Chief on each tour shall establish a roster of the employees in his group for each classification or rank. Whenever overtime work is required, and it is not of an emergent nature as determined by the Chief or Deputy Chief, it shall be rotated amongst Fire Officers on the appropriate roster. If a Fire Officer refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

7. For purposes of overtime work under this article, any Fire Officer serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall be compensated accordingly. As per Article VII.

8. Paragraphs 4, 5 and 6 hereof are guidelines for the purpose of overtime recall only, and are not to be interpreted as a Department minimum manpower table of organization.

ARTICLE VI

WAGES

A. Salary

1. Salary for the purpose of this Agreement shall be the highest salary that a Deputy Chief is duly and properly authorized to receive at the beginning of each calendar year.

2. Salary Schedule

	<u>Effective 1/1/91</u>	<u>1/1/92</u>
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Deputy Chief	\$61,703	\$65,405
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3. In the event of the death of a Deputy Chief, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled for services rendered to the City including sick leave benefits.

ARTICLE VII

ACTING OFFICERS

In the event of a temporary vacancy in the rank of Chief, the most qualified Deputy Chief, in the judgment of the City, shall be elevated to fill the vacancy. Payment for work performed at a higher rank shall be at the base hourly rate of that particular rank provided the employee qualifies for such payment.

ARTICLE VIII

LONGEVITY

A. All Deputy Chiefs of the Fire Department covered by the within Agreement shall be entitled to and paid longevity pay provided they were appointed to the Fire Department prior to January 1, 1975. Anyone appointed to the Fire Department or

employed in any work assignment connected with the Fire Department after December 31, 1974 shall not be entitled to Longevity pay.

B. Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary.

More than 10 years but less than 15 years	4%
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

C. Longevity for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

D. Longevity shall be calculated based on the salary as of December 31st of the preceding year.

E. There shall be a twelve hundred dollar (\$1,200) annual maximum on the amount of Longevity pay received. Leaves of absence at the request of a Deputy Chief shall not be included in determining length of service.

ARTICLE IX

VACATION

A. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates.

<u>LENGTH OF SERVICE</u>	<u>DAYS ANNUAL VACATION (SHIFT WORKERS)</u>
1 through 5 years	8 working days
6 through 9 years	10 working days
10 through 14 years	14 working days
15 through 19 years	16 working days
20 through 24 years	18 working days
25 years and over	22 working days

<u>LENGTH OF SERVICE</u>	<u>DAYS ANNUAL VACATION (OTHERS)</u>
1 through 5 years	12 working days
6 through 10 years	14 working days
11 through 15 years	19 working days
16 through 20 years	22 working days
21 through 25 years	24 working days
26 through 30 years	26 working days
30 years and over	32 working days

B. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the schedule listed.

C. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and said vacation shall be granted during the fiscal year of said anniversary date.

D. Deputy Chiefs shall be entitled to eight (8) working days vacation during the summer period from July through August of my calendar year.

E. Vacation time shall not be carried over to the following year unless personal illness or accident prevents a Deputy Chief from so doing or special permission is granted by the Chief of the Department.

ARTICLE X

HOLIDAYS AND PERSONAL DAYS

A. Holidays

1. Shift Deputy Chiefs shall receive ten (10) working days off in lieu of all official holidays, all of which shall be the choice of the individual Deputy Chief subject only to the approval of the dates by the Chief. Six (6) of said working days off shall be selected by March 15, and taken no later than June 15th of each year. All days off granted in lieu of holidays must be taken in the current year.

2. Staff Deputy Chiefs shall be off all official holidays they are scheduled to work.

3. Deputy Chiefs may work at his option, seven (7) of the above stated holidays for which he presently received time off. Adequate notice shall be served so these holidays are payable prior to March 1st, of any given year. Payment for holidays worked will be at the same rate of pay as presently in effect for the six (6) paid holidays granted annually to all Deputy Chiefs described in paragraph 4.

4. All Deputy Chiefs shall receive annually twelve (12) hours base rate of pay in lieu of time off for each of six (6) additional holidays. Adequate notice shall be served so three (3) holidays are payable prior to June 1st and three (3) holidays are payable prior to December 1st of each year.

5. Qualifications in lieu of said six (6) additional holidays shall be active employment for a minimum of seven (7) calendar weeks in each ten (10) calendar week period of the first fifty (50) calendar weeks of the year.

B. Personal Days

1. Deputy Chiefs shall receive annually three (3) personal days off with pay equivalent to twelve (12) hours base rate of pay for each day.

2. A Deputy Chief, at his option, may work up to two (2) of the personal days off and receive twelve (12) hours base rate of pay on lieu each day. Adequate notice shall be served so these personal days are payable prior to June 1st of any given year.

3. One (1) personal day shall be scheduled and taken no later than July 1st, and two (2) personal days shall be scheduled and taken no later than December 1st of each year.

4. A Deputy Chief may take personal days whenever scheduled. However, with the exception of retirement or death, he shall be required to have six (6) months of credited service in the applicable calendar year to qualify for two (2) paid personal days off. He shall be required to have twelve (12) months of credited service in the applicable calendar year to qualify for three (3) paid personal days off.

ARTICLE XI

INSURANCE

A. Health Insurance

1. All Deputy Chiefs covered by this Agreement and their families shall be entitled to full coverage of the New Jersey State Health Benefits Program Traditional Plan. Hospitalization coverage is administered by Blue Cross and Blue Shield of New Jersey. The Medical/Surgical and Major Medical coverage are administered by the Prudential Insurance Company.

The cost of this medical insurance will be borne by the City.

2. Retired Deputy Chiefs shall receive the same health insurance as in Article XI, Section A1.

3. The City shall, at no cost to F.M.B.A. Local 34-A, provide Family Dental, Vision and Prescription Plan health insurance to all Deputy Chiefs covered by this Agreement.

4. All Deputy Chiefs will be covered by Temporary Disability Insurance administered by the New Jersey Division of Unemployment and Disability Insurance.

Premiums to this insurance coverage will be shared equally between the City and individual Deputy Chiefs as mandated by State Law.

B. Life Insurance

The City shall assume the full cost of life insurance for each Deputy Chief of the Fire Department to a maximum coverage of \$15,000.

C. Workmen's Compensation Insurance

The City shall maintain in full force and effect, Workmen's Compensation Insurance for all Deputy Chiefs of the Fire Department. Deputy Chiefs shall return to the City of Linden all temporary disability benefits which the said Deputy Chiefs received for that period of time that the Deputy Chief was receiving full pay from the City.

D. Automobile Liability Insurance

The City shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

ARTICLE XII

SICK LEAVE AND UNUSED EARNED SICK LEAVE

A. Sick Leave

1. Sick leave shall mean paid leave that will be granted to a Deputy Chief who, through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from the Deputy Chiefs' doctor or department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. A Deputy Chief may return to work after an illness of one (1) working day without said doctor's certificate but may be required to sign the duty roster to attest to the fact that he is physically able to perform his assigned duties.

3. If the Chief of the Department questions the Deputy's physical ability to perform his assigned duties he may require the Deputy Chief to be examined by the department's designated physician.

4. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. In the case where cumulative sick leave has been exhausted, the City Council may upon receiving a request for extended sick leave from the Office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance

with N.J.S.A. 40A:14-16. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

5. Accumulated sick leave of no more than four (4) days annually may be used by a Deputy Chief to personally attend a member of his immediate family, who due to disabling illness or injury, pregnancy or quarantine restrictions require such personal attendance. The Chief of the Department may, at his discretion, grant a Deputy Chief more than four (4) days accumulated sick leave for the purpose heretofore mentioned, upon request and presentation of just and valid reasons in the opinion of the Chief.

The four (4) days referred to in the above paragraph may be used for excusable personal reasons at the Deputy Chiefs option.

6. For two (2) or more consecutive workdays off, evidence of need for a Deputy Chiefs' personal attendance shall be provided in the form of a Doctor's certificate.

For the purpose of this paragraph immediate family shall mean spouse, unwed child, parent or unmarried brother or sister living under the same roof.

7. Additional sick leave will be considered only after all sick leave, earned vacation, paid holidays and personal days have been used by the Deputy Chief.

8. If additional paid sick leave is granted, the affected Deputy Chief shall owe and return to the City an equal amount of sick leave as may be earned after returning to duty.

9. A Deputy Chief who has accumulated sixty (60) sick days may at his option sell back no more than five (5) of those days to the City. Adequate notice shall be served so these sick days are payable prior to December 15th, of any given year.

B. Unused Earned Sick Leave

1. Upon retirement or layoff, a Deputy Chief will receive one (1) day for each three (3) days of unused earned sick leave for the first two hundred and one (201) days of accumulated earned sick leave; and one (1) day of base pay for each two (2) days of unused earned sick leave over and above the first two hundred and one (201) days of accumulated earned sick leave.

2. In no event, however, will a Fire Officer receive more than nineteen thousand dollars (\$19,000.00) total unused sick leave payment.

3. In the event of death prior to retirement, the Fire Officer's heirs or estate will receive the unused sick leave pay earned by the deceased.

4. Any Fire Officer who chooses to leave the Department or any Fire Officer terminated by the City for reasons other than retirement, illness, injury or layoff, will not be entitled to unused sick leave pay.

5. A day of unused sick leave pay will be calculated by dividing a Fire Officer's annual base salary by the number one hundred eighty two and one half (182.50).

ARTICLE XIII

OTHER LEAVES OF ABSENCE

A. Leave of Absence as a Result of Injury in Line of Duty

When a Deputy Chief is injured in the line of duty, the City Council shall pursuant to R. S. 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave time lost due to such injury.

B. Leave because of Death in Immediate Family

Leave with pay shall be granted to a Deputy Chief in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term immediate family for the purpose of this subsection shall include:

1. The Deputy Chiefs' spouse, child, parent, brother or sister.
2. The child, parent, brother or sister of his spouse.
3. A relative living under the same roof.
4. In the event of death of an aunt, uncle, or grandparents of a Deputy Chief or grandparents of his spouse, he shall be given one day off with pay, that is the day of the funeral.

C. Military Leave

1. Any Deputy Chief who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

2. Any Deputy Chief who has been called to active duty or inducted into the military or naval forces of the United States, shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each Deputy Chief must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

D. Request for Leave of Absence

Leave of absence shall not be granted unless written request is made to the City Council by way of the Fire Chief's recommendation explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

ARTICLE XIV

CLOTHING AND EMERGENCY MEALS ALLOWANCE

A. Clothing Allowance

1. All Deputy Chiefs covered by this Agreement shall be entitled to an annual clothing allowance of six hundred and fifty dollars (\$650) in cash. Adequate notice shall be served so that it is payable prior to December 1st of each year.

2. All Deputy Chiefs shall be entitled to an annual clothing maintenance allowance of six hundred and twenty dollars (\$620) in cash. Adequate notice shall be served so that it is payable prior to December 1st of each year.

3. Clothing and clothing maintenance allowances shall be granted pro-rata in the event of termination, retirement, resignation or death.

4. In addition to the clothing allowance, turn out gear shall be replaced as needed by the City.

5. Evidence of need for replacement of all items of clothing or equipment requested by a Deputy Chief shall be furnished upon demand of the Chief of the Department.

6. All uniform clothing issued or purchased under this section must conform with clothing specification established by the Fire Department.

B. Emergency Meals

The City agrees to feed Fire Officers of the Fire Department who are working emergency overtime for any period which exceeds four (4) hours. The cost of each overtime meal is not to exceed seven dollars and fifty cents (\$7.50).

ARTICLE XV

MISCELLANEOUS

A. Duties

The duties of a Deputy Chief are prescribed but not limited to the duties appearing in the Department's Book of Rules and Regulations.

B. Review, Inspecting and Testing

Deputy Chiefs will not be subjected to any hardship during any review, inspection or training period. When the temperature goes below 32 degrees Fahrenheit or above 90 degrees Fahrenheit, there will be no outside training except for recruit training and emergency situations. In-Service inspections may be held at temperatures between 32 degrees and 90 degrees Fahrenheit.

C. In Case of Death of an Active Duty Deputy Chief

In the case of death of an active Duty Deputy Chief who is laid out in his Fire Department Uniform, if the family so requests, a Honor Guard will be provided by the Fire Department.

D. Immunization

The Chief of the Department and F.M.B.A. Local 34-A shall decide what immunization program is to be undertaken, the cost of which shall be borne by the City.

E. Fire Science Program

1. Any Deputy Chief attending an accredited school to attain an Associate or Bachelor's Degree in Fire Science, or a Deputy Chief who takes accredited course to maintain licenses related to the Fire Department, shall in addition to his regular annual salary receive fourteen (14) dollars per credit or credit equivalent to a maximum of \$1,848.00 annually, and be reimbursed for all tuition and text books costs, upon completing each course with a minimum passing grade of C.

2. Academic Course credits necessary to a Fire Science Degree or similar related courses, shall not be

compensated at the \$14.00 per credit rate unless and until a Deputy Chief has successfully completed a minimum of two (2) basic Fire Science courses.

F. Fire Inspections

A Deputy Chief who is licensed by the State of New Jersey, as a Fire Inspector shall receive an additional \$250.00 per year. Adequate notice shall be served so it is payable prior to December 1st of any given year.

G. Fire Prevention Bureau

1. The Deputy Chief assigned to the Fire Prevention Bureau shall receive, in addition to his regular annual salary, two (2) percent of his annual base salary for each of the three levels of the New Jersey Construction Code Fire Protection License.

2. These levels are Residential Construction Specialist (RCS), Industrial Construction Specialist (ICS) and High Hazard Specialists (HHS) for a maximum increase of six (6) percent of his annual base salary.

H. Supervisor's Day

In lieu of a paid day off, Deputy Chiefs shall receive \$200 annually. Adequate notice shall be served so it is payable prior to July 1st of any given year.

I. Hourly Differential

All Deputy Chiefs shall receive an hourly differential of five hundred dollars (\$500) annually. Adequate notice shall be served so that it is payable prior to December 1st of any given year.

J. F.M.B.A. Local 34-A Dues Deduction

1. The City agrees to deduct F.M.B.A. Local 34-A membership dues from the pay of each Fire Officer member of F.M.B.A. Local 34-A once each month. Said membership dues shall be transmitted with a list of Fire Officer members to F.M.B.A. Local 34-A within fifteen (15) calendar days of such deduction.

2. F.M.B.A. Local 34-A agrees to furnish the City written authorization from each Fire Officer member of F.M.B.A. Local 34-A to effect such dues deduction in specific dollar amount.

3. F.M.B.A. Local 34-A agrees to indemnify and hold the City harmless from and against any and all claims, legal suits, or liability of any kind whatsoever arising from the aforementioned deduction of dues.

K. Outside Employment

Deputy Chiefs may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the Deputy Chiefs' performance of his duties, and that he will not enter into work contracts or submit bids on public jobs.

ARTICLE XVI

PRIOR PRACTICES

All other benefits enjoyed by Deputy Chiefs which are not specifically provided for or abridged in this Agreement and which are included in the City Ordinances of Linden are hereby protected by this Agreement.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall remain in full force and effect.

ARTICLE XVIII

DURATION

The Agreement shall be in full force and effect from January 1, 1991 through December 31, 1992. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and the Deputy chiefs Negotiating Committee for the purpose of such Agreement, modification or termination.

• In the event neither party serves such written notice or desire or intention to terminate, amend or modify this Agreement on or before aforementioned sixty (60) days prior to the expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

CITY OF LINDEN:

By:

John T. Ryord
Mayor

ATTEST:

Val D. DeNatale

CITY CLERK

LINDEN DEPUTY FIRE CHIEFS

Joseph P. O'Neil

Henry L. Rishell

Howard J. Gaudioso

John J. Murray

Robert F. Schell

William J. Koenig Jr.

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF LINDEN
AND CITY OF LINDEN DEPUTY FIRE CHIEFS.

WHEREAS, the City of Linden and the Deputy Fire Chiefs have reached an agreement with regard to rates of pay, hours of work, fringe benefits, working conditions and other matters for the years 1991 and 1992.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN that the Mayor and City Clerk are hereby authorized to execute the above mentioned agreement.

PASSED: **August 18,** 1992

George N. Milkosky
President of Council

APPROVED: **August 19,** 1992

John T. Gregorio
Mayor

ATTEST:

Val D. Imbriaco
City Clerk

Certified to be a true and exact copy.

Val D. Imbriaco
City Clerk, City of Linden, N. J.
Date: 8/19/92